

Burlington CSD

AFSCME Council 61/Local 3671

7/1/2004 6/30/2007



AGREEMENT

BETWEEN

BURLINGTON COMMUNITY
SCHOOL DISTRICT
(Food Service)

AND

AMERICAN FEDERATION OF
STATE, COUNTY
AND
MUNICIPAL EMPLOYEES
IOWA COUNCIL 61/LOCAL 3671

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2004 – JUNE 30, 2007

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ARTICLE I
RECOGNITION AND DEFINITIONS

A. REPRESENTATIVE

The AFSCME Council 61, Local 3671 is the certified bargaining representative for all persons employed by the Burlington Community School District as set forth in the certification instrument 5253 issued by the Public Employment Relations Board.

B. BOARD

The term "Board" or "employer," as used in the Agreement, shall mean the Board of Directors of the Burlington Community School District or its duly authorized representative(s) or agent(s).

C. EMPLOYEE

The term "employee," as used in this Agreement, shall mean a (all) person(s) represented by the Union as members of the bargaining unit as defined and certified by the Public Employment Relations Board.

D. UNION

The term "Union," as used in this Agreement, shall mean AFSCME Council 61, Local 3671.

ARTICLE II

DUES DEDUCTION

A. AUTHORIZATION

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board or its designee an assignment authorizing payroll deduction of organization dues. Dues shall not include initiation fees, special assessments, back dues, fines, or similar items.

B. REGULAR DEDUCTION

Pursuant to receipt of a proper deduction authorization, the Board shall deduct one-ninth (1/9) (October - June) of the dues from the regular salary check of the employee. Authorization must be received by September 15th.

C. PRORATED DEDUCTION

Employees who begin deduction after September 15th shall have the total amount prorated on the basis of the remaining months of employment.

D. DURATION

Such authorization to deduct shall continue in effect from year to year unless revoked by the employee with a thirty (30) days written notice to the Board and to the Union.

E. HOLD HARMLESS

The Union agrees to indemnify and hold harmless the Board, each individual Board member, and all individuals against any and all claims, losses, expenses and costs arising out of the provisions in this Agreement between the parties for dues deduction.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The failure of an employee or the Union to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. A supervisor's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
3. All grievances must be presented within ten (10) calendar days of the date of occurrence or of the date the employee should have had knowledge of the occurrence of the event giving rise to the grievance.
4. At all steps of a grievance after starting with Step One, the Union and employer shall have the privilege to have representatives attend any meeting required to resolve the grievance.
5. "Days" shall mean calendar days unless otherwise indicated.
6. If the deadline for any of the time period in this Article falls on a holiday, vacation, or weekend, the deadline will automatically be extended to the next calendar day.

C. GRIEVANCE STEPS

INFORMAL

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the Supervisor of School Food Service or designee.

FORMAL

1. Step One. If a grievance is not resolved informally at the first step, the aggrieved shall file the grievance in written form with the Supervisor of School Food Service within five (5) calendar days after the informal conference with the Supervisor of School Food Service or designee. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested. Within fourteen (14) calendar days after the Supervisor of School Food Service or designee receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve it. The Supervisor of School Food Service or designee shall render a decision and communicate it in writing to the aggrieved within fourteen (14) calendar days following the meeting between the Supervisor of School Food Service or designee and the aggrieved.
2. Step Two. In the event a grievance has not been satisfactorily resolved at Step One, the aggrieved may file an appeal of the Supervisor of School Food Service or designee's answer within five (5) calendar days of the written decision with the Director of Human Resources. Within fourteen (14) calendar days after the written grievance is filed, the aggrieved, the representative(s) of the aggrieved, if desired, and the Director of Human Resources or designee shall meet in an attempt to resolve the grievance. The Director of Human Resources or designee shall file an answer within fourteen (14) calendar days of the Step Two grievance meeting and communicate it in writing to the grievant, the Supervisor of School Food Service or designee, and representative of the employee, if any.
3. Step Three. If the grievance is not resolved satisfactorily at Step Two, there shall be available a third step of impartial binding arbitration. If a demand for arbitration is not filed within fourteen (14) calendar days of the Step Two reply, the grievance will be deemed settled on the basis of the Step Two answer.

If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the Union shall have the right to reject up to two (2) complete panels. A flip of a coin will determine which party will strike the first name; the other party shall then strike a name. The process shall be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator regarding a grievance on the Agreement under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from, or add to the provisions of this Agreement, but shall have power only to interpret the provisions of this Agreement.

Each party shall bear its own costs and expenses of the arbitration proceeding, excluding the fee of the arbitrator which shall be shared equally by the employer and the Union.

D. OTHER

1. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives.
2. Unless agreed to by the District, all grievances shall be processed outside the employees work day.
3. There shall be no reprisals against an employee because the employee filed a grievance under this Article. Any allegation of reprisal for filing a grievance shall be processed as provided for in the Public Employment Relations Act and shall not be subject to this grievance procedure.

ARTICLE IV

DISCIPLINE

- A. During the first sixty (60) calendar days of employment from the most recent date of hire, the Employer may discipline or discharge the employee without the discipline or discharge being subject to the grievance procedure.
- B. After the employee has completed sixty (60) calendar days of employment from the most recent date of hire, the employee may grieve a suspension without pay or discharge only starting at Step 2 of the grievance procedure in Article III, on the basis that the suspension or discharge was without proper cause.
- C. The Employer shall furnish to the Union a copy of any suspension without pay or discharge notice.

ARTICLE V

SENIORITY

A. DEFINITION

Seniority shall be defined for the purpose of the Agreement as the number of years of continuous employment in the Food Service Department in the District since the employee's last date of hire.

If two or more employees have the same number of years, then the employee who began his/her employment with the District at the earliest calendar date shall be considered the senior employee.

In the event two or more employees have the same number of years and the same start date, then a decision will be arrived at by a random selection method.

B. LOSS OF SENIORITY

The seniority of an employee shall terminate if the employee resigns, is terminated, is staff reduced and not recalled within the time limit allowed, or fails to respond to a recall notice within the allowed time.

ARTICLE VI

PHYSICAL EXAMS

Employees are required to file at the beginning of service and at three (3) year intervals thereafter, a written report of a physical examination, including a check for tuberculosis, certifying the employees are fit to perform the duties assigned on a form provided by the District. The Employer will pay up to thirty-five dollars (\$35.00) toward the costs of the examination not covered by insurance.

ARTICLE VII
STAFF REDUCTION PROCEDURE

A. REDUCTION

Staff reduction will be considered within each job classification of employees. The job classifications are listed in Article X, Wages.

The Board shall take into account the following factors in making its decision:

Step 1. Normal attrition resulting from retirements, resignations, or deaths.

Step 2. The employee in the affected job classification with the least total seniority shall be the first reduced. The employee reduced may replace the least senior employee from the next lower job classification, provided the employee is qualified.

The person who is replaced may then replace the least senior employee from the next lower job classification, provided the employee is qualified.

If an employee remains unassigned after the reduction because the employee's position has been eliminated, the employee shall be reassigned to the position vacated by the reduced employee in the same job classification provided the employee is qualified. If more than one employee remains unassigned, the most senior employee unassigned shall have first choice of available positions in the same or lower job classification provided the employee is qualified.

B. RECALL

An employee who was staff reduced shall retain the right to recall for a period of one year (365 calendar days) after the effective date of lay-off. Employees shall be recalled in order of seniority to available positions in the job classification they held at the time of reduction or to positions in a lower job classification, provided they are qualified for the position.

The employee shall notify the Supervisor of Food Service of any change of address during the period of reduction. The employer shall send to the employee a certified letter of notice of recall to the last known address of the employee; however, the employer may telephone or personally contact the employee being recalled, and if recall is accepted, no certified letter need be sent. Any employee who fails to accept recall within five (5) calendar days of receipt of the recall letter shall lose all seniority and recall rights.

Any employee recalled shall be reinstated with all unused accumulated sick leave.

ARTICLE VIII
TRANSFER PROCEDURE

- A. Transfers shall apply only to vacant positions remaining after any reassignments of employees due to a reduction in staff and prior to any recalls.
- B. Notice of vacancies will be posted in each kitchen for a minimum of ten (10) calendar days except in the months of September through May, there shall only be a three (3) work day minimum posting.
- C. The consideration of voluntary transfer requests will be based upon qualifications, as determined by the employer. If two (2) or more employees are deemed to be of suitable and of equal qualifications, the voluntary transfer will be determined by seniority.
- D. The employee may voluntarily request, or the employer may involuntarily reassign, the employee to the employee's prior position within the first fifteen (15) work days in the newly assigned position provided the position has not been eliminated.

ARTICLE IX

HOURS OF WORK

- A. Employee hours will be determined by the Supervisor of School Food Service.
- B. Employees who regularly work thirty (30) or more hours per week shall be "regular full-time employees." Employees who regularly work less than thirty (30) hours per week shall be "regular part-time employees."
- C. Employees will be paid at the overtime rate of time and one half (1 1/2) for all hours over forty (40) hours in a work week. All overtime must be approved in advance. The employee must have overtime approved by the Supervisor of School Food Service or designee prior to working any overtime.
- D. Employees scheduled to work more than three and one half (3 1/2) hours per day will be provided with one duty free fifteen (15) minute paid rest period as scheduled by the Supervisor of School Food Service or designee.
- E. Employees scheduled to work more than six (6) hours per day will be provided an unpaid duty free thirty (30) minute lunch period as scheduled by the Supervisor of School Food Service or designee.
- F. If school is canceled less than 30 minutes before an employee's start-time, the employee shall be paid for actual hours worked or for two (2) hours, whichever is greater. The Supervisor of School Food Service shall determine the time of cancellation.

ARTICLE X
WAGES - SALARY SCHEDULE

A. The salary schedule for food services employees is as follows:

Classification Salary Schedule for 2004-2005:

Classification	I	II	III	IV
Step 1	\$10.11	\$8.50	\$8.25	\$8.20
Step 2	\$10.48	\$8.76	\$8.46	\$8.41
Step 3	\$10.84	\$9.02	\$8.67	\$8.61

Classification Salary Schedule for 2005-2006:

Classification	I	II	III	IV
Step 1	\$10.36	\$8.75	\$8.50	\$8.45
Step 2	\$10.73	\$9.01	\$8.71	\$8.66
Step 3	\$11.09	\$9.27	\$8.92	\$8.86

Classification Salary Schedule for 2006-2007:

Classification	I	II	III	IV
Step 1	\$10.63	\$9.02	\$8.77	\$8.72
Step 2	\$11.00	\$9.28	\$8.98	\$8.93
Step 3	\$11.36	\$9.54	\$9.19	\$9.13

Employees currently receiving more than the hourly rate listed in their classification shall receive 25¢ per hour increase for the 2004-2005 school year, 25¢ per hour increase for the 2005-2006 school year, and 27¢ per hour increase for the 2006-2007 school year unless they are transferred or recalled to a lower pay scale.

B. Job Classifications

Class I - Lead Baker, Lead Main Dish, Lead Vegetable, Lead Satellite, Satellite Baker, Satellite Salads

Class II - General Cooks, Cashiers/Tickets

Class III - Dish Machine Operators

Class IV - Elementary and Middle School Satellite Lunch and Breakfast Servers, General Preparation Kitchen Employees

C. Temporary Assignments

Employees required to fill positions in a higher job classification shall be compensated at their current step in the higher classification for all hours worked in that higher classification for more than five (5) work days within a thirty (30) day work day period.

ARTICLE XI

INSURANCE

A. Health Insurance

All regular full-time employees who work thirty (30) hours or more per week will receive two hundred eighty-five dollars (\$285.00) per month to be applied toward the District Flex Benefit plan for the 2004-2005 contract year, three hundred five dollars (\$305.00) for the 2005-2006 contract year, and three hundred twenty-five dollars (\$325.00) for the 2006-2007 contract year.

It is understood that if medical insurance is not selected, then the insurance allocation will be the actual cost for life and LTD coverage only.

Cash will not be paid in lieu of insurance coverage.

The District shall have the right at any time to procure the health insurance coverages referred to in this Article from any reputable insurance company. Any changes in insurance carriers shall have comparable insurance coverage as presently provided.

B. Workers' Compensation

All employees are covered by workers' compensation for any work related illness or injury contacted while on the job. All job related injuries must be reported to a supervisor, even though medical assistance is not sought.

ARTICLE XII

LEAVES OF ABSENCES

A. Personal Illness or Injury

Employees shall be entitled to paid leave for personal illness or injury, not to exceed fifteen (15) days per year, cumulative to 190 days.

The employer may require a doctor's statement confirming an illness. In cases involving workers' compensation, no individual shall receive more in payment during a period of disability than his/her total current salary.

B. Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act.

C. Serious Illness in the Family

Up to five (5) days of leave per year shall be granted with full pay in the event of a serious illness of a regular full-time employee's father, mother, brother, sister, child, foster parent, foster child, husband, wife, father-in-law, mother-in-law, grandfather, grandmother, grandchild, step child, step parent, and may be granted in the case of any other member of the immediate household. The birth of a child can be considered illness in the family insofar as the father is concerned. Therefore, this leave provision can be used by the father so long as the mother is confined to the hospital as a result of pregnancy complications or for the actual birth. The employer may require such reasonable evidence as it may desire confirming the necessity of each absence.

D. Emergency Leave (Full-Time Employees)

Each regular full-time employee shall be granted two (2) days of emergency leave with full pay per year, non-cumulative. The leave must be approved by the Supervisor of School Food Service or designee and Director of Human Resources.

Emergency leave will not be approved because of locally inclement weather if the schools are open and operating. "Locally" shall be defined as "within a twenty-five (25) mile radius of Burlington."

E. Personal Leave

Upon notification to the Supervisor of School Food Service or designee by Noon of the preceding day, regular full-time and regular part-time employees working twenty (20) or more hours per week shall receive two (2) paid personal days, non-

cumulative each school year. Personal leave shall not be granted the first or the last work day in a school year and may not be taken the day prior to or following any vacation, holiday or recess period except by authorization of the Supervisor of School Food Service or designee.

F. Death in the Family

Up to five (5) days of leave with full pay shall be granted to regular full-time employees at any one time, for a maximum of ten (10) days per year, in the event of the death of an employee's father, mother, brother, sister, child, foster parent, foster child, husband, wife, father-in-law, mother-in-law, grandfather, grandmother, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, step child or step parent and may be granted in the case of any other member of the immediate household.

Regular part-time employees may be granted up to two (2) days leave with full pay at any one time, for a maximum of four (4) days per year, in event of the death of an employee's father, mother, brother, sister, children, foster parent, foster child, husband, wife, father-in-law, mother-in-law, grandfather, grandmother, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, step child or step parent.

G. Funeral

To attend a funeral of one other than the family, a maximum up to one (1) day's leave per year may be granted with full pay for all regular full-time employees. If this absence is to be more than a day, it must be recommended by the Supervisor of School Food Service or designee and approved by the Superintendent or designee and full deduction will be made. Application for permission to attend the funeral shall be made in advance to the Supervisor of School Food Service or designee.

When possible, time off to attend such a funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in hourly increments with the approval of the Supervisor of School Food Service or designee.

H. Jury and Legal

Leave for jury duty, appearances in any judicial or administrative proceeding wherein the employee is not a party (except where his/her involvement is district employment-related, or when required to testify in any litigation matter involving employees of the Burlington Community School District), shall be granted regular pay during such absence, less any fees paid the employee for such services.

I. Leaves of Absence (Without Pay)

A leave of absence without pay may be granted in case of emergencies, for personal reasons or education. Terms and conditions of each request are reviewed by the employer and are based on the merits of each individual case.

ARTICLE XIII
EVALUATION PROCEDURE

All employees shall be formally evaluated by the Supervisor of School Food Service or designee. The evaluation form shall be determined by the Board.

ARTICLE XIV

HEALTH AND SAFETY

The District agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the District.

ARTICLE XV

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

A. Separability

If any article, section or clause of this Agreement is declared illegal, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law, and shall be renegotiated, if legally negotiable. The remaining articles, sections and clauses shall remain in full force and effect.

B. Printing Agreement

The Board will pay for the cost of printing the Agreement.

C. Finality and Effect of Agreement

1. This Agreement supersedes and cancels all previous agreements and practices between the Board and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the terms of the Agreement, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

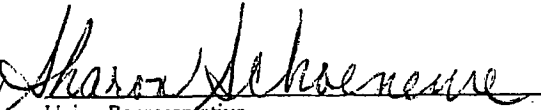
D. Duration Period

This Agreement shall be effective as of July 1, 2004 and shall be in full force and effect through June 30, 2007.

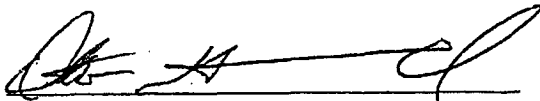
This Agreement is executed and agreed upon this 22nd day of March, 2004.

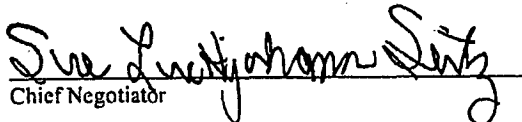
AFSCME Local 3671

Burlington Community
School District

By 
Union Representative

By 
President

By 
Chief Negotiator

By 
Chief Negotiator